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9 Primerica Life Insurance Company

10
11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
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14 PRIMERICA LIFE INSURANCE
15 COMPANY, a corporation,

16 Plaintiff,

17 v.

18 ANNALYN NGO, an individual;
19 KEVIN MARTINEZ, an individual; and
20 DOES 1 through 5, inclusive,

21 Defendants.
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Case No. 2:23-cv-01478

COMPLAINT IN INTERPLEADER

[28 U.S.C. § 1332; Fed. R. Civ. P. 22]

1 Plaintiff-in-Interpleader Primerica Life Insurance Company (“Primerica”)
2 hereby alleges as follows:
3

4 **PARTIES**
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6 1. Primerica is a corporation re-domesticated in the State of Tennessee,
7 with its principal place of business in the State of Georgia.

8 2. Primerica is informed and believes, and on that basis alleges, that
9 Defendant Annalyn Ngo (“Ngo”) is a citizen of California and a resident of Los
10 Angeles County, California.

11 3. Primerica is informed and believes, and on that basis alleges, that
12 Defendant Kevin Martinez (“Martinez”) is a citizen of Los Angeles County,
13 California.

14 4. The true names and capacities of Does 1 through 5, inclusive, are
15 presently unknown to Primerica, and as such they are sued under fictitious names.
16 When their true names and capacities are ascertained, Primerica will amend this
17 Complaint accordingly. Primerica is informed and believes, and on that basis
18 alleges, that Does 1 through 5, inclusive, each may claim an interest in the life
19 insurance proceeds at issue in this action.
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21 **JURISDICTION AND VENUE**
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23 5. This Court has subject matter jurisdiction over this Complaint in
24 Interpleader pursuant to 28 U.S.C § 1332 and Federal Rule of Civil Procedure 22 in
25 that there is complete diversity of citizenship between Primerica, on the one hand,
26 and Defendants, on the other hand, and in that the amount in controversy exceeds
27 \$75,000, exclusive of interest and costs.
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1 6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) in that
2 a substantial part of the events or omissions giving rise to this action occurred in this
3 District. Venue also is proper in this Court pursuant to 28 U.S.C. § 1391(b)(3) in
4 that at least one of the Defendants is subject to the Court's personal jurisdiction in
5 this District with respect to this action.

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7 **FACTUAL ALLEGATIONS**
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9 7. Primerica re-alleges paragraphs 1 through 6, inclusive, as though set
10 forth fully herein.

11 8. Martin Kunkel (the "Insured") was insured under a Spouse Term
12 Insurance Rider to a term life insurance policy issued by Primerica to and owned by
13 his ex-wife.

14 9. On or about August 14, 2022, following divorce, the Insured submitted
15 to Primerica a Policy Change Application for Individual Term Life Insurance
16 ("Policy Change Application"), through which he requested to convert his coverage
17 to a new individual term life insurance policy with a face amount of \$150,000.

18 10. As a result of the Policy Change Application, Primerica issued a life
19 insurance policy, number 0434664846 (the "Policy"), to the Insured. The Policy
20 provided a death benefit of \$150,000 (the "Benefit") in the event of the Insured's
21 death to the beneficiary(ies) designated by the Insured, subject to terms, conditions,
22 and provisions set forth in the Policy.

23 11. In the Policy Change Application, the Insured designated Ngo as the
24 Policy's sole principal beneficiary and Thomas Soto as the sole contingent
25 beneficiary.

26 12. The Insured died in or about September 28, 2022.

27 13. Following the Insured's death, Ngo submitted a claim for the Benefit.
28

1 F. For such other and further relief as the Court deems reasonable and just
2 under the circumstances.

3 Dated: February 28, 2023

MAYNARD COOPER & GALE LLP

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5 By: /s/ Ophir Johna
OPHIR JOHNA
6 Attorneys for Plaintiff-in-Interpleader
Primerica Life Insurance Company
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